

A. G. Contract No. KR94 1487TRN
ECS File No.: JPA 94-107
Project: Traffic Signal
Section: SR-70 @ Wal-Mart Center

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF THATCHER

THIS AGREEMENT is entered into 16 AUGUST, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF THATCHER, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. The Town has constructed a warranted traffic signal on
State Route 70 at the entrance to Wal-Mart in the Town. The
State and the Town desire to participate in the operation and
maintenance of the traffic signal.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18835</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/16/94</u>
<u>Richard H. Hohn</u> Secretary of State
By <u>Dicky Greenwood</u>

II. SCOPE

1. The Town will:

Provide electrical energy for the signal.

2. The State will:

Provide traffic signal maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority; provided, however, that the provisions herein for maintenance and electrical energy shall be perpetual.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Thatcher
Town Manager
1130 College Avenue
Thatcher, AZ 85552


7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF THATCHER

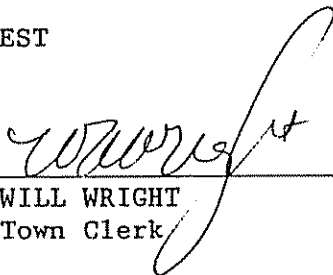
STATE OF ARIZONA

Department of Transportation

By 
LAWRENCE INNES
Mayor

By 
CHARLES K. EATON
State Traffic Engineer

ATTEST

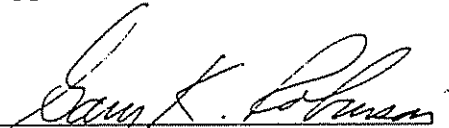
By 
WILL WRIGHT
Town Clerk

RESOLUTION

BE IT RESOLVED on this 27th day of June 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Thatcher for the purpose of defining responsibilities for the design and construction of a warranted traffic signal on SR-70 at the entrance to the Wal-Mart Center.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

For,


LARRY S. BONINE
Director

APPROVAL OF THE THATCHER TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF THATCHER and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 18th day of July, 1994.

Mark A. Fypp
Town Attorney

RESOLUTION NO. 292-1994

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF THATCHER TO ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION TO PAY FOR THE ELECTRICAL COST AND TELEPHONE SERVICE COSTS FOR THE TRAFFIC SIGNAL ON STATE ROUTE 70 AT THE ENTRANCE OF WAL-MART IN THE TOWN OF THATCHER.

This agreement is entered into July 18, 1994, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "STATE") and the TOWN OF THATCHER, acting by and through its Mayor and Town Council (the "TOWN")

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

WHEREAS, the Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

WHEREAS, the Town has participated in the construction of a warranted traffic signal on State Route 70 at the entrance to Wal-mart in the Town. The State and the Town desire to participate in the operation and maintenance of the traffic signal.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements expressed herein, it is agreed as follows:

1. The Town will pay for the electric energy and telephone service costs for the traffic signal.
2. The State will provide traffic signal maintenance.

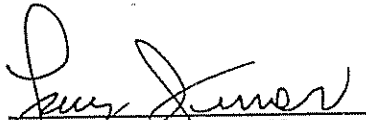
RESOLUTION 292-1994

Page 2

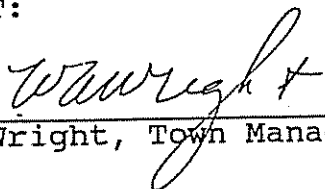
3. This agreement may be cancelled in accordance with Arizona State Statutes Section 38-511.

4. This agreement shall become effective upon filing with the Secretary of State.

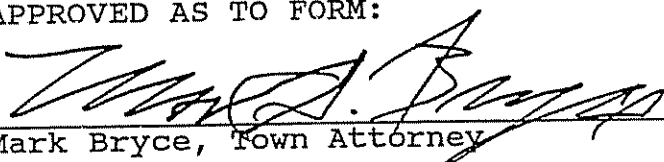
PASSED AND ADOPTED this 18th day of July, 1994, by the Mayor and Common Council of the Town of Arizona, Graham County, State of Arizona.


Larry Innes, Mayor

ATTEST:


Will Wright, Town Manager

APPROVED AS TO FORM:


Mark Bryce, Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-1487-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of August, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8577G